

CHARTER FOR SUPERIOR ENVIRONMENTAL PERFORMANCE WITH THE ENVIRONMENTAL COMPLIANCE CORPORATION FOR DEVELOPMENT AND ECONOMIC VITALITY FOR DEVELOPERS IN WISCONSIN

This Charter for Superior Environmental Performance is entered into by the Wisconsin Department of Natural Resources (DNR) and the Environmental Compliance Corporation for Development and Economic Vitality, Inc. (EccoDev) which will serve as an independent compliance corporation for the Wisconsin Builders Association Development Council collectively referred to as the "parties".

I. INTRODUCTION

A. EccoDev, is a Wisconsin Corporation, organized as a section §501(c)(6) corporation. EccoDev is designed to administer this Charter, including all additional contracts entered into by participants under this Charter. EccoDev was incorporated on September 8, 2005 and has Articles of Incorporation and adopted By-laws.

B. The EccoDev has established goals and objectives for this Charter collaboratively with the DNR. Together, the parties identified key issues and will work together to address those issues. Such a precedent lends support to the Charter concept of better relations between government and business, while placing additional focus on achieving superior environmental performance and cost savings for both parties.

C. ECCODEV is committed to providing a healthy and sustainable environment, growing the state's economy and providing quality, safe and affordable housing.

D. The DNR is committed to providing a healthy and sustainable environment, to promoting the movement toward zero waste, and to protecting and enhancing the resources of the state for this generation and for generations that follow.

E. The Environmental Results Program Act, § 299.83, Wis. Stats., which is commonly called the "Green Tier Law," authorizes the DNR to issue an environmental charter to an "association of entities" to assist the entities in achieving superior environmental performance and to assist the entities to participate in this program.

Therefore, the DNR finds that this Charter will provide for greater environmental protection and enhancement than would be available absent this Charter and is, by virtue of these significant benefits, in the best interest of Wisconsin and its people.

II. Overview

A. In general, the goals of the parties will be to:

- 1) improve environmental performance by participants in this Charter in an economically feasible manner,
- 2) improve land use decisions by participants,
- 3) promote the conservation of aquatic resources,
- 4) improve the overall quality of education available for builders, trades people and homeowners on environmental performance,
- 5) improve relationships between all parties,
- 6) improve the public's perception of developers, and
- 7) identify opportunities for regulatory innovation and approval process streamlining.

B. The parties agree to create a practical and business-like cooperative initiative that initially produces an industry-wide EMS for developers that can be tailored to account for regional and site specific issues for the management of storm water, erosion control and other issues. The parties will craft a plan that uses an environmental management system to satisfy regulatory requirements and will initiate actions to create a performance-based alternative to

traditional permitting processes that shares responsibility between the parties. The parties agree that all participants in the Charter will have a generic EMS in place within 12 months of their application for Tier 1 status. The parties envision that individual facility-specific environmental management systems will be developed by the participants and will be in place 30 months after the effective date of the Charter.

C. The parties agree that the majority of developers have complete control of a development site only during the initial phase of development; until individual lots begin to be sold and building begins. This Charter is intended to define the responsibilities of the developers for superior environmental performance during this initial phase. The developers will pursue methods of attaining superior environmental performance through contracts with contractors, builders and other construction professionals that outline the requirements of an Environmental Management System (EMS) and the need to adhere to the EMS. The parties agree that superior environmental performance will be achieved through proper oversight, education, and training of developers, contractors, builders, other construction professionals, and ultimately homeowners.

D. By December 2008, a joint evaluation will be made by DNR and EccoDev as to whether or not the program is fulfilling the objectives and whether or not it is appropriate to implement individual Environmental Management Systems in calendar year 2009.

E. By December 2008, DNR and EccoDev will perform a joint evaluation on how to accommodate and support those participants that seek to attain Tier 2 status under §299.83(5) & (6) of the Green Tier law.

F. Specific Issues to Be Addressed:

In order to encourage and foster superior environmental performance, the parties agree to work together on developing an EMS that can be used by developers from the time the option to purchase is executed through purchase and disposition or sale and which will include specific recommendations in the following key areas:

1. Construction Site Sediment Control

Participants agree to continue to work toward meeting and exceeding the DNR goal of achieving an 80% annual average reduction in sediment from construction sites, as compared to no controls. Consistent with NR 151, on those sites where an 80% annual reduction is not attainable, the participant shall prepare a site-specific explanation of why it cannot be achieved and will reduce the sediment load by the maximum extent practicable. The parties' goal is for participants under this Charter to work with all phases of the land development process to develop and implement a program designed to reduce the sediment load carried in runoff that leaves the site by more than 80%. All Charter participants commit to implementing an improved sediment control process under this Charter by December 2006.

2. Post-Construction Storm Water Management

The parties recognize that proper storm water management needs to be incorporated into the layout of a development. The Department has post-construction standards in s. NR 151.12, Wis. Adm. Code, for total suspended solids control, peak flow control, infiltration, protective areas, and fueling and vehicle maintenance areas. The participants shall work with the professionals they hire to require that they design storm water management practices and systems that provide more storm water treatment than is otherwise currently required under the law in effect at the time this Charter is signed. EccoDev will commit to developing educational programs for builders, trades people and homeowners that outline and explain these storm water management design practices and how the design practices will need to be maintained in the future. All Charter participants commit to implementing an improved storm water management program and complimentary educational programs under this Charter by December 2006.

3. Construction Materials Recycling

The parties recognize that a large percentage of the materials used at building sites currently are sent to landfills. EccoDev will work cooperatively with a vendor to develop educational programs intended to inform builders about recycling opportunities for a majority of the waste materials. In addition, EccoDev commits to working with participants to continuously decrease the volume of construction waste materials following the development and implementation of the generic EMS.

4. Native Plants

Participants will work to protect environmentally significant native plants in the area defined as the development project site. The goal will be to use native vegetation to increase the biodiversity of the area in those areas within the site where landscape berms, buffers or other plantings will be placed by the developer.

5. Siting and Construction

Participants will commit to developing property in an environmentally responsible and sensible manner that utilizes or enhances existing landscape features including preserving native vegetation and natural topographic features including lakes, streams and wetlands. Participants will promote opportunities to increase the use of energy efficient materials and systems in the construction of new homes. Further, participants will provide educational and other materials that will encourage the use of these systems and materials for builders and homeowners. Participants will explore the use of the pre-acquisition tools in the EMS to effectively consider environmental risks prior to property acquisition.

6. Hydrology

Participants will commit to maintain or improve the predevelopment hydrology of the site in the post development state. Such practices as infiltration, placement of outfall structures, detention basin location, protection of wetlands, buffers, and general project layout are some of the factors that can influence the hydrologic nature of the site. Participants will identify through their EMS which practices will be utilized to achieve this goal.

7. Habitat Protection

The parties recognize that incorporating aquatic habitat protection into the layout of a development is a positive strategy for new land developments. In order to minimize impacts to lakes, streams and wetlands, participants will commit to designing projects, whenever practicable, that 1) utilize waterway general permit specifications 2) seek to avoid dredging and placement of structures in natural lakes and streams and placement of fill in wetlands; and 3) establish and enhance vegetated buffers to water bodies. The parties also recognize that, at times, it may be impracticable to completely avoid development or construction activities in areas of wetlands and aquatic habitat and that other alternatives must be considered. Further, the EccoDev will develop educational and other materials that instruct developers, builders, and property owners on these and other methods for protecting aquatic habitat and shoreland areas.

8. Education

The parties recognize that many activities follow the initial phase of development and are beyond the immediate control of a participant. The parties recognize that educational pieces must be created to bridge the periods of subsequent control of sites by builders, contractors, other construction professionals and ultimately homeowners. These educational pieces will be consistent with the terms and conditions of the EMS and this Charter and are intended to promote a greater awareness and promote actions that are beyond the current level of compliance. The areas that will need to be included in the educational pieces include: recycling, habitat protection, erosion control, long term storm water management, infiltration, green building and design, and use and preservation of native plants.

III. Definitions

A. "EccoDev" means the oversight group for the Wisconsin Builders Association Development Council;

B. "Department", "DNR", and "Department of Natural Resources" mean the Wisconsin Department of Natural Resources;

C. "EMS" means environmental management system. Environmental management system is defined in § 299.83(1)(b), Wis. Stats., to mean "an organized set of procedures to evaluate environmental performance and to achieve measurable or noticeable improvements in that environmental performance through planning and changes in operations.";

D. "Participant" means a business whose Tier I application has been approved by EccoDev and the DNR, and who has agreed to be bound by the relevant terms of this Charter;

E. "State" and "State of Wisconsin" means the State of Wisconsin, acting through the Department of Natural Resources.

IV. Developing an Interested Persons Group

A. EccoDev commits to establishing and maintaining an interested persons group to provide a process to increase transparency and trust in the Charter process. Anyone who has expressed an interest in the workings of this Charter shall be invited to be part of the interested persons group. The interested persons group shall also consist of at least one person who does business with a land developer who is a participant in this Charter.

B. EccoDev will meet with this group on a semi-annual basis to solicit public comments concerning participation under this Charter. A representative from a participant or a person hired by a participant will take notes during these meetings. These notes will be compiled into minutes that summarize the information discussed at each meeting. Interested group members will have an opportunity to approve or suggest corrections to the minutes at the next meeting. Once approved by the interested persons group, a copy of the minutes will be filed at the EccoDev offices and a copy of the minutes will be posted on both the DNR's website and on a website maintained by the EccoDev for public viewing.

C. The parties will review the Interested Persons Group after one year. If EccoDev has taken reasonable steps to secure participation in the Interested Persons Group, and has been unable to generate interest in this group, the parties shall consider other options, including suspending the Interested Persons Group.

V. EccoDev Commitments

A. EccoDev will retain a vendor or vendors to develop, promote and maintain, a generic Environmental Management System (EMS) designed specifically for developers. (Appendix A to cover EMS objectives jointly agreed to). This generic EMS will satisfy the criteria for an EMS that is functionally equivalent to an ISO 14001 EMS as described in § 299.83(1)(dg) Wis.Stats.. The vendor(s) will consult with the DNR on the development of the generic EMS and the DNR may invite others to review and comment on the generic EMS.

B. EccoDev agrees to encourage members to submit an application (attached as Appendix B) whereby each member agrees to be bound by the relevant terms of this Charter, including agreeing to adopt the generic EMS developed by EccoDev. A member will not receive the benefit and protection of the Charter until such time as their application is approved by DNR.

C. EccoDev Inc. will prepare and submit to the DNR a draft public notice for each applicant that has completed a Tier 1 application. The DNR will arrange for publication of the public notice in the proper newspaper at EccoDev's expense. Following the public notice, EccoDev and the DNR may hold a public information meeting. Following the public notice, and a public information hearing, (if one is held), EccoDev will submit to the DNR a recommendation for approval of the application(s) submitted if they conform with this Charter and meet the requirements under § 299.83 (3), Wis.Stats.. The DNR retains final approval authority for all applications, and may deny an application if the provisions of §299.83 Wis.Stats. have not been met or the integrity of the Green Tier program would be adversely affected. However, the DNR may not deny an application without consulting with EccoDev.

D. EccoDev agrees to retain a vendor or vendors to perform annual audits of each participant's implementation of the generic Environmental Management Systems. All participants will be audited annually beginning in calendar year 2006, to assist in implementation of the generic EMS. The auditor, or some other vendor, will work with each participant to address all areas of non-conformance or non-compliance identified in an audit, and will report to EccoDev, Inc. on the status of the participants' corrective actions.

E. EccoDev will ensure a newsletter will be developed for participants and other stakeholders. This newsletter will be jointly distributed by EccoDev and the DNR, and will be posted on the websites of both parties. Publicly sharing information through the parties' respective websites is a hallmark of the relationship between the parties.

F. EccoDev agrees to retain a vendor or vendors to perform annual training, and participants agree to participate in the annual training. Training sessions regarding the generic EMS would be held in at least four (4) locations statewide following development of the generic EMS. DNR agrees to provide resources and will consult in the development of the training. The tasks will be completed by June 30, 2006 and the training would be on-going over the course of the agreement as necessary to accommodate new members and implement new provisions of the Charter.

G. EccoDev will submit an annual report to DNR by January 31st for the preceding calendar year (beginning with calendar year 2006) detailing audit results, progress toward each year's EMS objectives, and reporting on the generic suite of performance indicators developed for all companies participating in the Green Tier program.

H. Prior to the beginning of each calendar year, the Board of Directors will develop the specifics for what will be tracked and reported in the following year. These specifics will link to the objectives set for the year, and any corrective actions that become necessary following an audit.

I. EccoDev will bring both suppliers and customers together at least annually in a strategic discussion regarding how the industry will react to and progressively lead in areas such as design for the environment and sustainability.

J. If a violation by a participant is not completely corrected, or similar violations occur after the corrective action plan ends, EccoDev may expel the participant from participation in the Charter or may recommend that the DNR initiate enforcement action without terminating the participant from the Charter. In order to determine whether a second event that would trigger a notice of violation is a continuation of an uncorrected earlier event, the DNR may examine the corrective actions taken by the participant and determine whether corrective actions were reasonably designed and implemented.

VI. DNR Commitments

A. The DNR agrees that, in exchange for EccoDev's fulfillment of its obligations under this Charter (including the fulfillment of responsibilities of participants in the Charter), it will not seek to bring any civil action, issue any order or seek any judgment related to the environmental responsibilities covered under this Charter against any participant who is in compliance with the Charter unless the DNR discovers the violation or a participant creates an imminent threat to public health or the environment or the participant may cause serious harm to public health or the environment. However, the parties agree that this Charter can not diminish the DNR's Constitutional responsibilities entrusted to it under the Public Trust Doctrine.

B. The DNR agrees to encourage participation under the terms of this Charter by identifying each participant on the Green Tier web site maintained by the department, annually providing a press release to their local paper designated by the participant, providing a certificate to each participant, and providing an Environmental Results Program logo for each participant to use. The EccoDev will identify to the DNR those contractors and others that are good environmental stewards and the DNR will provide recognition of these environmental stewards on the DNR's Green Tier website, and will work with the EccoDev to develop additional recognition programs as appropriate.

C. The parties agree that any violation that results in federal prosecution under a federal law will be addressed outside the requirements of this Charter. However, the parties will encourage federal prosecutors to consider the provisions of this Charter in making any charging decision and in the selection of any remedy.

D. The DNR agrees to randomly audit EMS program implementation at participant's facilities beginning in 2006 with written notice of such audit sent to EccoDev within 3 business days after the audit commences. The DNR also commits to perform compliance audits of non-participants in the Charter on their level of compliance with existing regulations.

E. The DNR shall notify EccoDev of any civil complaints it receives about any participant's performance under this Charter. EccoDev will follow up on the complaints and will report back to the DNR the results of their follow-up within two (2) business days. If the complainant is not satisfied with the actions taken by the participant, the DNR and EccoDev shall jointly meet with the complainant to discuss the situation and the possible need for additional steps.

F. For the life of this charter the DNR will provide an employee of the Department to serve as the contact within the Department concerning any communications related to participation in the program, for any approvals that the participant is required to obtain, and for technical assistance.

G. As a way to encourage participants to move toward Tier 2 status, the DNR agrees to provide for greater regulatory flexibility, increased opportunities for permit equivalency assessments and processes, reduced inspection frequency, and expand any existing certification programs that would allow professionals to make certain final determinations now made by departmental staff for all Tier 2 participants.

VII. Joint Commitments

A. The participant shall document all failures in a manner consistent with the terms of the participant's EMS that may result in a notice of violation being issued by DNR. The participants shall report all failures that cannot be repaired in 72 hours or less after they are discovered to both the EccoDev and DNR. Such report shall contain a brief summary of the failure, the proposed corrective action, and the approximate amount of time that will be required to correct the violation. The DNR shall confirm receipt and acceptance of the report or convene a meeting within 3 business days of receipt of the notice. The participant shall send a follow-up report to the EccoDev and DNR within 15 business days or an amount of time agreed to by the parties after the completion of the repair that states that the corrective action has been taken, the result of that action, and any proposed changes to the EMS necessary to prevent similar potential failures in the future.

The DNR shall not initiate a civil action if the participant can provide documentation that the participant had previously discovered the violation and that a response to correct the failure has been developed and will be completed within 72 hours of discovery or has notified the EccoDev and DNR that the corrective action will exceed 72 hours or the amount of time agreed to by the parties.

B. The parties agree that environmental technology continues to evolve. The parties agree to work cooperatively in order to encourage the use of new technology. The developers will seek opportunities to use new technology and methods that they or their representatives find or develop in order to meet the goals of this Charter. The developers agree to contact the DNR and provide an overview of the methods to be used before installing or using the new technology or methods. In addition, the developers will provide a detailed emergency plan to be used if the new technology or methods fail.

The DNR will encourage the use and development of new methods and technology by providing a streamlined process for reviewing any submissions regarding the use of new technology consistent with the terms of this Charter. The DNR will use a consistent approach for reviewing these new technologies and assist developers with technical review as staff is able.

C. The parties will work cooperatively to engage and educate other state agencies and local governmental units about potential opportunities and partnerships under the specific terms of the Charter and the Green Tier program generally. EccoDev commits to meet with local governmental units and their representatives and explain the purpose and benefits of becoming a party to the Charter.

VIII. General Provisions

A. **Enforcement.** Wisconsin law will govern this Charter.

B. **Reporting.** If any participant under this Charter is required to report to the DNR under any environmental requirement, including federal and state laws and rules, the content of the report will also be provided to EccoDev

C. **Violations and findings of non-conformance.** EccoDev will require each participant to provide timely notification to EccoDev and the DNR of all violations and audit results, including any significant non-conformances that are discovered. Notification must be accompanied by a corrective action plan if a violation or non-conformance is found. The DNR may offer comments on the corrective action plan, but EccoDev will oversee the implementation of the corrective action plan. The corrective action plan will include a timeline for corrective measures. Failure to

complete the corrective action within the timeline agreed to by the parties shall be grounds for terminating a participant from the Charter. It is the intent of the parties that violations or non-conformances will be corrected upon discovery or as soon as possible based upon the severity of the violation.

D. **Expulsion.** EccoDev may expel a participant from the program for failure to comply with the minimum procedural and substantive requirements of this Charter or the generic EMS. In addition, EccoDev may expel a participant upon request of the DNR, if the participant's actions call into question the credibility of this Charter or the Green Tier program. Once a participant is expelled from participation in the program, they shall submit to the DNR, within 30 days of their expulsion, completed applications and other required paperwork to apply for any permits or approvals that may have previously been replaced by the implementation of a generic or facility-specific EMS. Until such time as the DNR issues the necessary permits, any participant that has been expelled from the Charter will continue to operate under the Charter. However, for such participants, the DNR shall oversee their operations in lieu of EccoDev.

E. **Charter Board of Directors.** The Board of Directors will be made up of one representative from each of the following parties: the WI Developers Council, the WI Builders Association and the WI Department of Natural Resources. Additional participants in the Charter may be invited to serve on the Board of Directors. The Board of Directors shall have the following responsibilities; 1) serve as the first line of review for technical and administrative disputes under the Charter (see Section F below); 2) set annual goals for the Charter; 3) Review the annual report and evaluate the overall effectiveness of the Charter; 4) propose amendments to the Charter and revisions to the appendices; and 5) meet at least annually and when circumstances arise to fulfill its responsibilities.

F. **Conflict Resolution.** The parties realize that disagreements may occur, that differing perspectives are a normal part of any relationship, and that timely resolution of disagreements is in everyone's interest. The parties also agree to attempt to resolve disagreements at the lowest level possible. Most issues will be resolved between the sector contact provided by the DNR (under section VI.F. of this agreement) and the contractor (or other representative) of EccoDev. However, if the disagreement cannot be resolved at this level, the issue may be elevated to the Board of Directors. If resolution is still not obtained, the issue can be referred to the Secretary of the Department of Natural Resources and the President of the WI Developers Council. The aim is to resolve disputes as quickly as possible and, if unresolved at the end of two weeks, the issue is elevated to the next level.

G. **Cooperative Policy Development.** The parties agree to consult and work together on any state and federal legislation or regulations which might directly impact the terms of the Charter

H. **Severability.** All agreements and covenants contained herein are severable, and in the event any of them shall be held invalid by any competent court or agency, this Charter shall be interpreted as if such invalid agreements or covenants were not contained herein. However, either party shall have the right to terminate this agreement following the severing of any portion of this agreement.

I. **Amendment.** This Charter may be amended only in writing by the signatories to this agreement or their successors. An Amendment of this Charter may require an additional public notice requirement after the parties have negotiated the new language. If the Amendment will increase the number or scope of incentives or if the Amendment will materially alter the level and type of environmental performance, then the DNR will provide an additional public notice and may provide an additional public information hearing.

J. **Construction.** This Charter will be binding on the parties and their respective successors and assigns, and is not intended to confer any rights or remedies upon any other persons. Except as otherwise provided in this Charter, nothing herein shall be construed to impose a duty on EccoDev to make any additional agreements with, or concessions to, any other governmental or regulatory body.

K. **Access to Records.** For the purposes of interpreting, understanding or securing compliance with the Charter, and subject to any legally recognized privilege and reasonable notice, the DNR; 1) will be permitted access during office hours to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents that are directly related to the Charter in the possession or under the control of EccoDev and 2) may interview directors, officers, employees, and agents of EccoDev regarding any matters related to the Charter, subject to the reasonable

convenience of EccoDev, and without restraint or interference from EccoDev

L. **Effective Date.** After completion of the public notice and public hearing process, this Charter shall become effective upon signature by both parties.

M. **Termination.** If EccoDev fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions, the DNR shall have the right to terminate this Charter by giving thirty (30) days written notice of termination, specifying the alleged violations, and the effective date of the termination. It shall not be terminated if, upon receipt of the notice, EccoDev promptly cures the alleged violation prior to the end of the thirty (30) day period. EccoDev reserves the right to appeal any decision of the DNR pursuant to this paragraph as provided for under Ch. 227.52 , Wis. Stats., or any other applicable law.

If the DNR fails to fulfill its obligations under this Charter in a timely or proper manner, or violates any of its provisions, EccoDev shall have the right to terminate this Charter by giving thirty (30) days written notice of termination, specifying the alleged violations, and the effective date of the termination. It shall not be terminated if, upon receipt of the notice, the DNR promptly cures the alleged violation prior to the end of the thirty (30) day period.

If this Charter is terminated by either party, the DNR shall provide a reasonable time, not to exceed 120 days, for any entity that was a participant at the time the Charter was terminated, and that requires a permit, license or other approval from the DNR in the absence of the Charter, to complete and file the necessary paperwork to apply for the required permit, license or other approval. If the applicant qualifies for the permit, license or other approval, the department agrees to issue the approval within 90 days of completing any public notice, public comment or public hearing process, unless an extension of time is requested. The participant may continue to operate in compliance with the EMS that was previously required under the Charter and their participation agreement pending final department action on the application for a permit, license or other approval. However, during this time, no participant may seek protection under the Charter or existing law for any activity that causes substantial harm to public health or the environment or that presents an imminent threat to public health or the environment.

N. **Term of Charter and Action Period.** This Charter will remain in effect for ten (10) years after its effective date unless either party terminates this Charter under the provisions of Paragraph M of this section. The Charter may be extended for periods of up to ten years with the written approval of the parties.

O. **Identifying Point of Contact.** The parties agree to provide a point of contact within their respective organizations for this Charter. That point of contact shall be identified to the other party by letter, and if that point of contact changes, a new point of contact shall be identified by letter.

P. **Future Effect.** This contract does not bind future legislatures and their actions or resource allocations pertaining to the department.

Q. **Warranty of Authority.** Each of the persons signing below represents and warrants that he/she has the authority to execute this Charter on behalf of the party for which he/she signs.

Signatures:

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

By: /s/ Scott Hassett
Scott Hassett, Secretary

Date: 10/03/2005

**ENVIRONMENTAL COMPLIANCE CORPORATION FOR
DEVELOPMENT AND ECONOMIC VITALITY, INC.**

By: /s/ Leon Church
Leon Church, President

Date: 10/03/2005

APPENDIX A

The EccoDev in conjunction with the DNR, will develop a generic EMS that will be adopted by all participants that do not have a site specific EMS. The generic EMS will specify objectives and targets for a variety of environmental activities. A participant would not be expected to undertake objectives for an activity that they do not engage in. This generic EMS will provide assistance to participants in achieving superior environmental performance. In the first three years of the generic EMS, the EccoDev agrees to work with the Department to develop environmental objectives and targets that identify superior environmental performance for at least the following issues

APPENDIX B

Green Tier Application

Revision 05/2005

State of Wisconsin
Department of Natural Resources
PO Box 7921,
Madison WI 53707-7921
Form 4800-022

Notice: Collection of this information is authorized under s. 299.83 Wis. Stats. Participation in Green Tier and completion of this form are voluntary. Personal information collected on this form, including such data as your name, address, phone number, etc., will be used in the implementation of Green Tier and will be made broadly available under the Green Tier program. Information will also be made accessible to requesters under Wisconsin's Public Records Law (ss. 19.32 -19.39, Wis. Stats.). Applications must be considered complete by the Department of Natural Resources in order to be processed. For application instructions, see "Green Tier Application Instructions," publication number CO-501.

This application is a: ☐ Tier 1 Participation Request ☐ Tier 2 Participation Request

I. Applicant Information (add additional forms for each entity that is part of the applicant group)

Person or Entity Name		Title	
Street Address	City	State	Zip Code
Telephone Number	Fax Number	E-mail Address	

II. Facility Information (add additional forms for each facility or activity that is to be included in Green Tier)

Facility Name		SIC/NAICS Codes	County
Street Address	City	State	Zip Code
Mailing Address	City	State	Zip Code
Please identify all DNR Facility Identification numbers (FID#s) that apply to the covered facility or activity			

III. Scope of Green Tier Participation (Materials in support of this section should be labeled Attachment 1.)

Is this application to cover all activities at the facility? ☐ Yes ☐ No If no, please describe the discrete activities to be covered in the program.

IV. Enforcement Record (Materials in support of this section should be labeled Attachment 2. Eligibility requirements are established in s. 299.83(3) and (5), Wis. Stats.)

Has the applicant, managing operators of the applicant or any person with 25% or more ownership interest in the applicant:

Yes ☐ No ☐ a. Had a judgment entered against them, or been convicted of a criminal violation of an environmental regulation involving a covered facility or activity? If yes, please provide the date(s) of the judgment or conviction and the nature of the violation(s).

Applicants convicted of a criminal violation within 60 months of the date of the application for Tier 1 or 120 months for Tier 2 are ineligible for the program.

☐ ☐ b. Had a civil judgment entered against them for a violation of an environmental regulation involving a covered facility or activity? If yes, please provide the date(s) if the judgment and the nature of the violations.

Applicants with a civil judgment entered against them within 36 months of the date of the application for Tier 1 and 60 months for Tier 2 are ineligible for the program, unless the applicant requests a waiver of this prohibition under s. 299.83(3)(e) or (5)(e) .

☐ ☐ c. Been referred to the Department of Justice for enforcement of an environmental regulation involving a covered facility or activity? If yes, please provide the date(s) of referral and the nature of the violation(s).

Applicants referred to the Department of Justice within 24 months of the date of the application for Tier 1 or Tier 2 are ineligible for the program, unless the applicant requests a waiver of this prohibition under s. 299.83(3)(e) or (5)(e).

Yes ☐ No ☐ d. Been issued an environmental citation by the Department of Natural Resources involving a covered facility or activity? If yes, please provide the date(s) of the citation and the nature of the violation(s).

Applicants issued an environmental citation within 24 months of the date of the application for Tier 1 or Tier 2 are ineligible for the program, unless the applicant requests a waiver of this prohibition under s. 299.83(3)(e) or (5)(e).

Are you requesting a waiver under s. 299.83(3)(e) or (5)(e)?

Yes No
☐ ☐ If yes, please attach a justification. Waivers may be granted in exceptional circumstances.

V. Environmental Performance

Please provide information about, and examples of, your superior environmental performance. In answering this question, please separately address **A) past and present superior environmental performance**; and **B) proposed (future) superior environmental performance**. (You must address both A & B in your application.) Materials in support of this section should be labeled Attachment 3. For definitions of *environmental performance* and *superior environmental performance*, refer to the Application Instructions. In addition, for either a Tier 1 or Tier 2 application, you will be asked to provide a baseline of environmental performance against which future performance will be measured. Please provide potential indicators that would be used for that baseline.

VI. Environmental Management System (EMS)

Materials in support of this section should be labeled Attachment 4.

Yes No
☐ ☐ a. Do you have an EMS certified to the International Organization for Standardization (ISO) standard 14001?
☐ ☐ b. Do you have an EMS that is functionally equivalent as determined by the Department of Natural Resources?

If no to both questions, you are not eligible for Tier 2 status. If you are applying for Tier 1 status, you will need to develop a functionally equivalent EMS within one year from the date of acceptance of this application.

If yes to either question, please attach a copy of the following to this application:

- Your facility's EMS (or provide an electronic link to your EMS)
- Third party certification
- Functional equivalency determination, addressing each of the 12 elements defined in s. 299.83(1)(dg). Guidance is available to help with this.

VII. Stakeholder Identification

Please provide a list of stakeholders who could be interested in your application. Include in your list names and addresses of the following classes of people: neighbors, suppliers, customers, local environmental group representatives, local governments, waste contractors, wastewater utility, and any other individuals or groups which you believe might have an interest in your application. This list of stakeholders should be submitted as Attachment 5.

VIII. Tier 1 Applicant Statement of Commitment

I commit to:

- Implement, within one year of the date of acceptance of this application, an EMS that is third party certified or is functionally equivalent as demonstrated by a matching up of the requirements in s. 299.83(1)(dg) and elements of the EMS.
- Conduct annual EMS audits, with at least every third audit performed by an independent environmental auditor approved by the Department of Natural Resources.
- Submit to the Department of Natural Resources an annual report on the EMS audit that is in compliance with s. 299.83(6m)(a) and documents progress towards meeting objectives related to improved environmental performance, including the submission of indicators agreed on by the parties.

I commit to the above statements and certify that all information provided is true and correct under penalty of law.

Signature of Applicant

Date Signed

IX. Tier 2 Applicant Statement of Commitment

I commit to:

- Conduct annual EMS audits performed by an independent environmental auditor approved by the Department of Natural Resources.
- Conduct, or have another person conduct an annual audit of compliance with environmental requirements that are applicable to the covered facilities and activities that are the subject of this application.
- Submit to the Department of Natural Resources an annual report on the EMS audit and the environmental requirements compliance audit that is in compliance with s. 299.83(6m)(a) and documents progress towards meeting objectives related to improved environmental performance, including the submission of indicators agreed on by the parties.

I commit to the above statements and certify that all information provided is true and correct under penalty of law.

Signature of Applicant

Date Signed

APPENDIX C

The following Environmental Indicators are proposed for all Green Tier participants. In addition to this Generic List, it is expected that other indicators/metrics will come out of the Environmental Management System and would be used to document accomplishments. This Generic List is useful for the DNR to document the relative success of the program.

Environmental Indicators

Some of the environmental indicators are already provided to the DNR. You would not be asked to report this information again if you have already reported it.

Water

Total water use
Total amount of phosphorous released into water
Total waste water produced

Air Emissions

Total greenhouse gas emissions
Total emissions of ozone-depleting substances
Total air emissions

Waste

Total solid waste produced
Total percentage of material ending up as waste
Amount/percentage of waste that is hazardous
Amount of mercury lost or released into the environment
Amount/percentage of waste recycled

Energy

Total energy used, listed by source
Amount/percentage of energy from renewable resources

Transportation

Total fuel consumption
Amount/percentage of vehicles using alternative fuels

Spills

Number of spills
Total amount of hazardous substances released due to spills

Land Use

Total amount of land owned and percentage that is permeable (not paved or covered)

TRI

Total TRI emissions